

**RENEWAL
CABLE TELEVISION LICENSE
FOR
THE TOWN OF COHASSET,
MASSACHUSETTS**

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COHASSET RENEWAL LICENSE INTRODUCTION

WHEREAS, MediaOne of Massachusetts, Inc. (hereinafter "MediaOne" or "Licensee") is the duly authorized holder of a license to operate a Cable Communications System in the Town of Cohasset, Massachusetts (hereinafter the "Town"), said license having originally commenced on February 6, 1984;

WHEREAS, MediaOne filed a request for a renewal of its license by letter dated April 12, 1996 in conformity with the Cable Communications Policy Act of 1984 and filed a renewal proposal dated December 16, 1998;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Communications Policy Act;

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, finds that the renewal of MediaOne's license is appropriate in light of its past performance, compliance with the terms of its existing license, and the terms contained in its request for license renewal;

NOW THEREFORE, after due and full consideration, the Town and MediaOne agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

The following terms used in this Renewal License shall have the following meanings:

(a) Basic Broadcast Service - That service tier which shall include at least the retransmission of local broadcast television signals and the Public, Educational and Governmental ("PEG") Access channels, in accordance with the Cable Act of 1992. Said service tier may be marketed by the Licensee under a brand name which may change from time to time.

(b) Broadcast - Over-the-air transmission by a radio or television station.

(c) Cable Act - Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

(d) Cable Communications System or Cable System - The cable television system owned, constructed, installed, operated and maintained in the Town of Cohasset for the provision of broadband telecommunications services capable of operating as a fully addressable system of antennas, cables, wires, lines, fiber-optic cables, towers, wave guides or other conductors, converters, equipment or facilities, designed to provide telecommunications services, which includes, but is not limited to distributing video programming and technologies to Subscribers, and/or producing, receiving, amplifying, storing, processing, or distributing audio, video, digital or other forms of

signals to Subscribers and in accordance with the terms and conditions in this Renewal License.

(e) Cable Programming Services - Those service tiers which include all video programming services except the Basic Broadcast Service tier and pay and pay-per-view. Said service tiers may be marketed by the Licensee under a brand name which may change from time to time.

(f) Cable Division - The Cable Television Division of the Massachusetts Department of Telecommunications and Energy established pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

(g) Cable Service - The one-way transmission to Subscribers of video programming, or other interactive programming service (including music), and Subscriber interaction, if any, which is required for the selection of such video programming or other programming service, and the installation and rental of equipment necessary for the receipt thereof.

(h) Competing Distributors - Distributors whose actual or proposed service areas overlap.

(i) Drop - The coaxial cable that connects a home or building to the Subscriber Network.

(j) Effective Date - February 6, 1999.

(k) FCC - Federal Communications Commission.

(l) Gross Annual Revenues - Consideration of any form or kind received by the Licensee for the provision of Cable Service(s) over the Cable Communications System including, without limitation: Basic Broadcast Service monthly fees and all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; all commercial Subscriber revenues; fees paid for channels designated for commercial use; home-shopping

revenue; converter, remote control and other equipment rentals and/or leases or sales; studio and other facility and/or equipment rentals; advertising revenues; and all other revenue(s) derived by Licensee from the sale of products in any way advertised or promoted on the Cable Communications System. In the event that another entity is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by the entity for said entity's use of the Cable Communications System for the carriage of advertising. Gross Annual Revenues shall not include any fee or tax on services furnished by the Licensee and paid to any governmental entity and collected by the Licensee on behalf of such entity. Gross Annual Revenues shall also be adjusted for reductions to cash receipts, such as refunds and bad debt.

(m) Issuing Authority - The Board of Selectmen of the Town of Cohasset, Massachusetts.

(n) Licensee - MediaOne of Massachusetts, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(o) Local Origination Programming - Programming produced solely by employees of the Licensee and/or with the assistance of community volunteers.

(p) Multichannel Video Programming Distributor - An entity engaged in the business of making available for purchase, by Subscribers or customers, multiple channels of video programming, and shall include video dialtone and/or satellite dish providers.

(q) Outlet - An interior receptacle that connects a television set to the Cable Communications System.

(r) PEG Access Programming - Programming produced by any Cohasset residents or organizations, schools and government entities and the use of designated

facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(s) Programming - Any video, audio, text or data coded signal carried over the Cable Communications System.

(t) Renewal License - The license granted herein.

(u) Standard Service Package - A combination of Cable Service tiers, consisting of the Basic Broadcast Service tier and any Cable Programming Service tiers, as provided by the Licensee as of the Effective Date and including any individual broadcast channels or cable networks added to these tiers as a result of the reconstruction of the Cable Communications System. Said Standard Service Package may be marketed by the Licensee under a brand name which may change from time to time.

(v) Subscriber - A person or entity who contracts with the Licensee for, and lawfully receives, the video signals and Cable Services distributed by the Cable Communications System.

(w) Subscriber Network - The trunk and feeder signal distribution network over which video, audio, text and data signals are transmitted to Subscribers.

(x) Town - The Town of Cohasset, Massachusetts.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and Cable Communications Policy Act of 1984 as amended, the Issuing Authority hereby grants a non-exclusive Renewal License to MediaOne of Massachusetts, Inc., a Massachusetts Corporation, authorizing and permitting said Licensee to construct, operate and maintain a Cable Communications System within the municipal limits of the Town of Cohasset.

(b) This Renewal License is granted under and in compliance with the Federal Cable Act and Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and in compliance with all rules and regulations of the FCC and the Cable Division and all other applicable rules and regulations in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade, install, operate and maintain a Cable Communications System, including such lines, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable Communications System, in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town within the municipal boundaries and subsequent additions thereto, including property over which the Town has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution

or redistribution of video, audio, text, data and other impulses in accordance with the laws of the United States of America and the Commonwealth of Massachusetts and the bylaws/ordinances of the Town of Cohasset.

SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE G.L.c. 166A §§3(d) and 13]

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on February 6, 1999, following the expiration of the current license, and shall terminate at midnight on February 5, 2009.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to G.L.c. 166 §§22-25, permission is hereby granted to the Licensee to attach or otherwise affix cables, wire, or optical fibers comprising the Cable Communications System to the existing poles and conduits on and under public streets and ways, provided the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License the Town grants Licensee equal standing with power and telephone utilities in the matter of placement of facilities on public ways.

SECTION 2.4 - RENEWAL

(a) In accordance with the provisions of federal law, Section 13 of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) Any such renewal or renewals shall be upon mutual written agreement by the Licensee and the Issuing Authority and shall contain such modified or additional terms as the Licensee and the Issuing Authority may then agree. Nothing contained in this Section shall obligate the Issuing Authority to grant any such renewal or either the Licensee or the Issuing Authority to agree to any renewal terms.

SECTION 2.5 - POLICE AND REGULATORY POWERS

The Licensee's rights are subject to the powers of the Town to adopt and enforce general bylaws/ordinances necessary for the safety and welfare of the public, provided that such bylaws/ordinances are of general applicability and not specific to the Cable Communications System, the Licensee, or this License.

SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Communications System within the Town of Cohasset; or the right of the Issuing Authority to permit the use of the public ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) shall be on substantially equivalent terms and conditions as those contained in this Renewal License or on terms when taken as a whole impose substantially equivalent burdens. This subsection shall be subject to specific

performance. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(c) The issuance of additional license(s) shall be subject to all applicable federal and state laws, including G.L.c. 166A and applicable regulations promulgated thereunder.

(d) In the event that the Licensee reports to the Issuing Authority that it is at a competitive disadvantage with material economic injury as a result of a competing Multichannel Video Programming Distributor operating in the Town that is not required to be licensed by the Town, the Issuing Authority and the Licensee agree that Section 625 of the Cable Act will be applicable such that commercial impracticability proceedings will be available. Among other factors, the Issuing Authority will consider the nature and extent of any such competitive disadvantage and material economic injury in assessing a Section 625, commercial impracticability modification, request from the Licensee. The Issuing Authority and the Licensee agree that for the purpose of considering a commercial impracticability modification request the parties shall stipulate as follows: 1) competition by another Multichannel Video Programming Distributor(s) in the Town resulting in material economic injury to the Licensee was unforeseeable as of the execution date of this Renewal License; 2) that such competition is beyond the control of the Licensee; and 3) that the nonoccurrence of such competition and resulting in material economic injury was a basic assumption upon which the requirements of this Renewal License was based. The Licensee shall have the right to obtain modification of requirements of this Renewal License if the Licensee demonstrates that the Issuing Authority finds that (i) it is commercially impracticable for the Licensee to comply with such requirement without modification and (ii) the proposal by the Licensee for modification of such requirement is appropriate because of commercial impracticability. Any final decision made by the Issuing

Authority under this subsection shall be made in a public proceeding. Such decision shall be made within one hundred twenty (120) days after receipt of such request by the Issuing Authority, unless otherwise extended by agreement of parties. The parties agree that the standard applied to the Licensee's request for modification is the same as provided under the "Commercial Impracticability" provisions of the Uniform Commercial Code ("U.C.C.") - recognizing, and accounting for, distinctions given the context in which it is applied under Section 625 and that regarding the sale of goods which is governed by the U.C.C. or such other established definition of the term commercial impracticability.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED [SEE G.L.c. 166A §3(a)]

(a) The area to be served is the entire Town of Cohasset. Service shall be provided to every dwelling occupied by a person requesting Cable Service, provided that the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Federal Cable Communications Act of 1984. However, the Licensee shall not be obligated to extend the Cable Communications System into any area where there are fewer than ten (10) dwelling units per aerial strand mile of cable and fifteen (15) dwelling units per underground mile of cable, calculated from the last dwelling unit toward the end of the nearest trunk line.

(b) Installation costs shall conform with the 1992 Cable Consumer Protection Act, and regulations thereunder. Any dwelling unit within one hundred fifty feet (150 ft.) aerial or one hundred fifty feet (150 ft.) underground of the cable plant shall be entitled to a standard installation rate.

(c) Provided Licensee has at least forty-five (45) days' prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning

Board and developers give timely notice of trenching and underground construction to the Licensee.

SECTION 3.2 - SUBSCRIBER NETWORK

(a) The Licensee shall continue to make available to all residents of the Town a minimum 750 MHz fiber-optic transportation cable network, fed by means of a fiber-optic transportation cable network fully capable of earning at least ninety (90) NTSC video channels in the downstream direction and four (4) NTSC video channels in the upstream direction. Said 750 MHz Cable System shall be designed for not less than 550 MHz, or its equivalent, of video transmissions with 200 MHz reserved for future digital or analog two-way transmission, with the allocation of the analog and digital bandwidth within the 750 MHz may be subject to change at the discretion of the Licensee.

(b) Pursuant to the terms of the Social Contract between Licensee and the FCC, the Licensee agrees not to file a cost of service filing to recoup the costs of this rebuild or treat the cost of this rebuild as an external cost pass through or basis for rate adjustment.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS

[SEE G.L.c. 166A §5(e)]

The Licensee shall maintain the current level of Drops, Outlets and the Standard Service Package at no charge to all municipal and other public buildings listed in **Exhibit A** attached hereto and made a part hereof. In addition, the Licensee shall provide one (1) Drop, Outlet and the Standard Service Package at no charge to all new municipal and other public buildings which lie along its cable routes in the Town. The Issuing Authority or its designee shall consult with the appropriate individuals to

determine the appropriate location for each Drop prior to requesting that the Licensee install the free service. Nothing in this Section shall require the Licensee to install an additional Drop or Outlet to any municipal or public building which already has a free Drop or Outlet provided under the terms of the prior license.

SECTION 3.4 - PARENTAL CONTROL CAPABILITY

(a) Upon request, and at no separate, additional charge, the Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable Communications System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge Subscriber for use of said box.

SECTION 3.5 - INTERCONNECTION WITH OTHER CABLE SYSTEMS

During the term of this Renewal License, the Licensee may consider interconnecting the Cable Communications System with the cable systems in adjoining communities. In making any such determination, the Licensee shall consider the costs of interconnection and the benefits of interconnection.

SECTION 3.6 - PEDESTALS AND VAULTS

In any cases in which pedestals or vaults housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable Town regulations; provided, however, that the Licensee may place such devices (amplifiers, line extenders, power supplies, etc.) in a low-profile non-obtrusive electronic control box at Town approved locations

to be determined when the Licensee applies for a permit. All such equipment shall be shown on the construction maps submitted to the Town in accordance with this Renewal License.

SECTION 3.7 - PRIVATE PROPERTY

The Licensee shall be subject to all laws, ordinances or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense.

SECTION 3.8 - SERVICE INTERRUPTION AND REBATE

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing or testing the Cable System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers, given over all of the Cable System's PEG Access channels.

In the event of a service interruption, Licensee shall rebate Subscribers in accordance with this Renewal License and to applicable law.

SECTION 3.9 - RIGHT TO INSPECTION OF CONSTRUCTION

(a) The Issuing Authority or his designee(s) shall have the right to inspect all construction and installation work performed by the Licensee or its designees subject

to the provisions of this License in order to ensure compliance with the terms and conditions of this License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

(b) Any tests conducted by the Town which, in the sole judgment of the Town, are deemed to be reasonably necessary, shall upon prior written notice by the Town to the Licensee be conducted at the sole cost and expense of the Licensee.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Communications System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws/ordinances, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be thoroughly trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the Cable Communications System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel can be corrected before they become a hazard. The Licensee shall install and maintain its wire, cable, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Town,

wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The signal of any television or radio station carried on the Cable Communications System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Town, the Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Town when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION [SEE G.L.c. 166A §5(g)]

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public or private way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of the Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

SECTION 4.3 - TREE TRIMMING

In the installation maintenance, operation and repair of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all trees in and along the streets, alleys, public ways, and private property in the Town. All tree and/or root trimming and/or pruning provided for herein shall be done only to the least extent necessary. No cutting of trees on Town property shall occur except upon a permit in writing from the Town Tree Warden; or other person designation by the Town to provide such permit. Licensee shall use its best efforts to secure the permission of property owner prior to reasonably necessary tree trimming.

SECTION 4.4 - STRAND MAPS

The Licensee shall maintain a complete set of strand maps of the Town, on which will be shown those areas in which its facilities exist, the location of all streets and the location of all residences. The strand maps will be retained in a location reasonably convenient to the Town and will be available in the Town for inspection by the Issuing Authority upon request within forty-eight (48) hours.

SECTION 4.5 - BUILDING MOVES

In accordance with applicable laws, the Licensee shall, at its expense, upon the request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). The Licensee shall be given not less than thirty (30) days' advance notice to arrange for such temporary wire changes.

SECTION 4.6 - DIG SAFE

The Licensee shall comply with all applicable "DIG SAFE" provisions pursuant to G.L.c. 82 §40.

SECTION 4.7 - DISCONNECTION AND RELOCATION

(a) The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) In requiring the Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

SECTION 4.8 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Communications System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority gives Licensee notice and the ability to relocate wires, cable or other equipment.

(b) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.9 - STANDBY POWER

The Licensee shall maintain a minimum of three (3) hours standby power at the headend facility and any sub-headend facilities servicing the Town. Such standby power shall have continuous capability, contingent upon the availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of normal power supply. Upon written request, the Licensee shall furnish evidence to the Issuing Authority, on an annual basis, that such standby power has been tested annually and is in good repair.

SECTION 4.10 - ANNUAL UPDATE HEARINGS

The Issuing Authority may conduct annual hearings with the Licensee to review the Licensee's performance under this Renewal License and to discuss new technologies that will enhance or improve the Cable Communications System and the economical feasibility of providing these new technologies to Subscribers in the Town.

During any such hearing, the Licensee shall discuss any new technologies that it is providing as part of other cable systems in other communities in Massachusetts. The Licensee shall cooperate fully with the Issuing Authority or its designee in connection with any such hearing and produce any documents related to compliance with this Renewal License or other materials that are reasonably requested by the Issuing Authority or its designee.

ARTICLE 5 PROGRAMMING

SECTION 5.1 - BASIC BROADCAST SERVICE

(a) The Licensee shall make available a Basic Broadcast Service tier to which subscription is required for access to any other tier of service. Such basic tier shall, at a minimum, consist of: 1) all broadcast television signals carried in fulfillment of the requirements of Section 614 and 615 of the Cable Act of 1992, and 2) all active Public, Educational and Governmental ("PEG") Access channel(s).

(b) The Licensee shall provide the Issuing Authority and all Subscribers, in advance, with notice of its intent to change the Cohasset programming lineup, including all channel reassignments, additions or deletions, at least thirty (30) days before any such change is to take place.

SECTION 5.2 - PROGRAMMING

The Licensee shall use its best efforts to provide a wide diversity of alternative programming options to Subscribers, including, but not limited to, sports programming, public affairs programming, news programming, entertainment programming, and movie programming. The Licensee has offered and shall provide the following Cable Services: 1) all broadcast stations required to be carried by federal law; and 2) Public, Educational and Governmental ("PEG") Access channel(s) required by this Renewal License. The Licensee shall provide written notice to all Town Subscribers at least thirty (30) days in advance of any channel numbering or programming network changes. Pursuant to the Cable Act, 47 U.S.C. 532 (b) (3), the Licensee shall make

available channel capacity for commercial use by persons unaffiliated with the Licensee.

SECTION 5.3 - SIGNAL TRANSMISSION

The Licensee shall not scramble or otherwise encode, for the entire term of this License any of the Basic Broadcast Services described in Section 5.1 (Basic Broadcast Service) and in accordance with federal law.

SECTION 5.4 - CONTINUITY OF SERVICE

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee shall use reasonable efforts to interrupt service for the purpose of Cable Communications System construction, routine repairing or testing the Cable System only during periods of minimum use. When necessary service interruptions can be anticipated, the Licensee shall notify Subscribers in advance via message on the community bulletin board.

SECTION 5.5 - CONVERTER BOX, REMOTE CONTROLS

Upon availability, and if economically feasible, Licensee shall make available two-way capable converter boxes to those Subscribers purchasing interactive services. The Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Licensee and allow use of remotes at no additional charge from that of the converter charge.

SECTION 5.6 - STEREO TV TRANSMISSIONS

All television signals that are transmitted to the Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.7 - VCR/CABLE COMPATIBILITY

In order that Subscribers to the Cable System have the capability to simultaneously view and tape any channel and set their "timeshifter" to record multiple channels remotely, the Licensee shall provide to any, Subscriber, upon request, an A/B switch, which will allow VCR owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR. The Licensee shall provide notice of these options to all Subscribers in writing with the applicable charges, if any, no later than the Effective Date of this Renewal License.

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNELS

(a) The Licensee shall provide two (2) PEG Access channels for non commercial use by residents of the Town, the educational authorities, organizations serving the Town and local government officials. The Educational Access channel may be used by the Cohasset public schools for educational and school-related programming. Such Educational Access channel shall be subject to such reasonable operating rules as the Cohasset School Committee may adopt. The Public and Governmental Access channel will be available for shared use by municipal access and residents of the Town for the production of Public Access Programming and governmental meetings.

(b) The Licensee shall not charge residents of the Town, educational authorities, organizations serving the Town or local or any other regional governmental entities for non-commercial use of the PEG Access channels.

(c) Rules shall be established by the Licensee in cooperation with the Issuing Authority or its designee regarding PEG Access Programming, priority of use of the PEG Access channels, the prohibition of lottery information and obscene or indecent matter (modeled after prohibitions found in other FCC rules and regulations), and permitting public inspection of a complete record of names and addressees of all persons or groups requesting time on the PEG Access channels.

(d) Licensee shall be responsible for the technical maintenance and signal quality of such downstream and upstream PEG Access channel transmissions notwithstanding the fact that Licensee is not responsible for the production quality of

PEG Access productions nor is Licensee responsible for the access equipment not owned by Licensee. Signal transmission quality on such channels shall be commensurate with those which apply to Licensee's regular commercial channels and Licensee shall upon written request provide copies of FCC signal quality proofs of performance with respect to the PEG Access channels.

(e) Licensee shall be responsible for signal transportation of the regularly scheduled meetings of the Board of Selectmen and the School Committee, and all Annual and Special Town Meetings of the Town of Cohasset. To inform the public about use of the local studio facilities and channels, the Licensee shall conduct training on an as needed basis and publicize same, including regular cablecasting notice of the availability of the equipment, facilities and of training.

SECTION 6.2 - LOCAL ORIGINATION STUDIO, STAFF AND EQUIPMENT

(a) The Licensee shall provide an area-wide studio facility to serve local communities, which shall be offered to residents of the Town of Cohasset, for the production of PEG Access Programming. This facility, located where geographically convenient to the Town, shall be equipped, maintained and staffed by the Licensee.

(b) Licensee shall, within six (6) months of written notification from the Issuing Authority, install and equip at such location in the Cohasset Town Hall as directed by the Issuing Authority two (2) remote-controllable cameras and mounts, an accompanying remote controllable system and sufficient audio and lighting equipment to be reasonably satisfactory to the Town.

(c) Licensee shall, within ninety (90) days of written notification of the Issuing Authority, relocate video equipment from the current Selectmen's meeting room to Room 2B within the Cohasset Town Hall. This equipment shall not be maintained,

repaired or replaced by Licensee. In conjunction with the installation set forth in subsection (b) above, and at the request of the Town, Licensee shall provide and install equipment necessary for "live" cablecasting ability for Room 2B. Licensee shall provide for the training of volunteers for cablecasting of meetings.

(d) Within thirty (30) days, upon written request from the Issuing Authority, Licensee shall provide a one-time payment of Fifteen Thousand Dollars (\$15,000) to the Town, for the purpose of the development of municipal access programming to be disbursed in the sole discretion of the Issuing Authority. An additional total of Five Thousand Dollars (\$5,000) will be available over the term of this Renewal License for payment to vendors for coverage of Annual and Special Town Meetings in Cohasset.

Upon request of the Town, Licensee will provide a quotation for the provision of services for coverage of such Annual and Special Town Meetings.

SECTION 6.3 - EMERGENCY USE

In the case of any civil emergency or disaster, the Licensee shall, upon request of the Issuing Authority, make available to the Town a channel for use during the civil emergency or disaster period. The Licensee shall adhere to any new Emergency notification standards as established by the Federal Communications Commission.

SECTION 6.4 - COMMERCIAL ACCESS

The Licensee shall make channel capacity available as required by federal law for commercial access cablecasting to any person, group, organization, or entity upon reaching an appropriate agreement. Rates for use of commercial access channels shall be negotiated between the Licensee and the commercial user in accordance with federal law.

SECTION 6.5 - EQUAL OPPORTUNITY [SEE G.L.c. 166A §5(j)]

If the Licensee permits any person who is a legally qualified candidate for any public office to employ the facilities of its Cable Communications System to originate and disseminate political campaign material, it shall afford equal opportunities to all other such candidates for the same office. The conduct of the Licensee with respect to all program origination within its control shall be consistent with, and guided by, the rules and regulations of the FCC, found in 47 CFR §§76.205 and 76.209 and any and all other applicable laws and regulations.

SECTION 6.6 - EDITORIAL CONTROL

The Licensee shall be permitted only to exercise editorial control over programming to the extent permitted by federal law.

The Licensee and the Issuing Authority may require members of the public to assume individual responsibility for any program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the Town and Licensee harmless for same, subject to the Federal Cable Act and FCC requirements.

SECTION 6.7 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Town agrees that it will not use its designated PEG Access channels, equipment, or other facilities to provide for-profit commercial services which have the effect of competing with the Licensee's telecommunications business. In addition, any programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the consent of the Licensee.

SECTION 6.8 - INTERNET ACCESS

In accordance with the Social Contract entered into by Licensee and the FCC, Licensee will, upon request of the Cohasset School Department, provide each school in the Town with one (1) free connection to on-line service for personal computers. At a minimum, such on-line service will provide access to the Internet. Each connected school will receive one (1) free cable modem and free, unlimited access to the on-line service. Said modems and on-line service shall be provided to the Town until December 1, 2001 at no charge to the Town.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

(a) The Licensee shall provide and maintain a toll-free 24-hour answering line which Subscribers may call without incurring added message units or toll charges so that prompt maintenance and service is available. At the time of initial subscription the Licensee shall give each new subscribing household a notice of billing practices and dispute procedures, which notice shall include the Licensee's telephone number.

(c) Upon reasonable notice the Licensee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters. The Licensee shall also maintain records of all reported complaints and action taken to respond to such complaints and shall make such records available to the Issuing Authority or designee for inspection upon request, but shall also comply with Subscribers' privacy rights in accordance with federal law.

(c) The Licensee shall respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery. For these purposes, the Licensee shall maintain a competent staff of employees sufficient to provide adequate and prompt service to its Subscribers.

(d) The Licensee shall comply with all customer service regulations of the FCC (47 CFR §76) as they exist or as they may be amended from time to time. Likewise, the Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

(e) The Town of Cohasset is additionally served by a customer service office located in Scituate. The Issuing Authority agrees that if the Scituate office closes, customers may be served by a regional customer service office.

SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES

The Licensee shall establish a procedure for resolution of complaints by Subscribers. Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority shall be responsible for receiving and acting upon Subscriber complaints and/or inquiries, as follows:

(a) Upon request of the Issuing Authority the Licensee shall, within ten (10) days after receiving a complaint and/or inquiries, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(b) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee, who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial subscription to Cable Service, of the procedures for reporting and resolving all such complaints.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee determines it to be in the public interest, the Issuing Authority or its designee may investigate any multiple complaints or disputes brought by Subscribers arising from the operations of the License.

(d) In the event that the Issuing Authority or its designee documents a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee shall suggest appropriate amendments to the Licensee's procedures for the resolution of complaints, which the Licensee shall not unreasonably refuse to incorporate into this Renewal License.

SECTION 7.3 - BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et. seq., and made a part hereof, as the same may exist or as it may be amended from time to time: 1) notification of its billing practices; 2) notification of services, rates and charges; 3) equipment notification; 4) form of bills; 5) advance billing and issuance of bills; 6) billing due dates, delinquency, late charge and termination of service; 7) charges for downgrading of services; 8) billing disputes; and 9) service interruptions. No provisions of 207 CMR 10.00 are waived, however, the Issuing Authority reserves the right to do so.

SECTION 7.4 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES

[SEE G.L.c. 166 §5(h)]

The Licensee shall not remove any television antenna of any Subscriber but shall, at the Licensee's actual cost, plus reasonable rate of return offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception.

SECTION 7.5 - CHANNEL TRANSPOSITIONS [SEE G.L.c. 166A §5(i)]

Whenever the Licensee transposes any television signal from the channel on which it was originally broadcast so that it is received on a different channel on the receiving sets of Subscribers, the Licensee shall at least one (1) month prior to such transposition notify its Subscribers in writing of such transposition and provide them with a marker suitable for mounting on television receivers indicating the fact of such transposition.

SECTION 7.6 - SERVICE INTERRUPTIONS [SEE G.L.c. 166A §5(1)]

In the event that the Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Licensee will grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the Subscriber.

SECTION 7.7 - SUBSCRIBER TELEVISION SETS

The Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that the Licensee may make adjustments to television sets in the course of normal maintenance. In the event the Massachusetts General Laws are amended to remove this provision of the law, this Section shall be null and void.

SECTION 7.8 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or user of the Cable Communications System and shall not violate such rights through the use of any device or signal associated with the Cable System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Section and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act as amended.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable Communications System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal Subscriber information is handled and protected strictly in accordance with this policy and all governing laws and regulations.

(d) The Licensee shall notify all third parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable System, of the Subscriber privacy requirements contained in this Renewal License.

(e) The Licensee shall allow the Issuing Authority to receive any requested historical data on trouble/complaint, if there is written authorization by Subscriber complainant for any case being negotiated.

(f) Prior to the commencement of Cable Service to a new Subscriber, and annually thereafter to all Cable Communications System Subscribers, the Licensee shall provide Subscribers with a written document which clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal Subscriber information, and describing the Licensee's policy for the protection of Subscriber privacy.

(g) Neither the Licensee nor its designee nor the Town nor its designee shall tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties any instances of monitoring or tapping of the Cable Communications System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee. The Licensee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes.

(h) No poll or other upstream response of a Subscriber or user shall be conducted or obtained, unless: 1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

(i) Except as permitted by Section 631 of the Cable Act as amended, neither the Licensee nor its designees nor its employees shall make available to any third party, including the Town, information about any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber not less than fourteen (14) calendar days prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court.

(j) Upon a request by a Subscriber, the Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal Subscriber information that the Licensee maintains regarding said Subscriber. The Licensee shall ensure that all information related to billing and service requests is accurate and up to date and shall promptly correct any errors upon discovery.

SECTION 7.9 - DAMAGED OR LOST EQUIPMENT

In the event that a Subscriber is unable to provide documentation to substantiate that a converter was stolen or destroyed by fire, the Licensee shall be entitled to assess a replacement cost for a missing converter. In the event that a Subscriber supplies the Licensee with a police or fire report which evidences that the loss of a converter resulted from theft or fire, the Licensee shall waive any charges.

SECTION 7.10 - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees, including repair and sales personnel, entering private property shall be required to show an employee identification card issued by the Licensee.

SECTION 7.11 - INSTALLATION

(a) Licensee shall make a good faith effort to respond to all requests for aerial installation within seven (7) days of such request, or at such other time as is mutually agreed upon by Licensee and said Subscriber. Underground installation shall be completed as expeditiously as is practicable. If arranging appointments for installation, Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and will make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 AM to 5:00 PM weekdays).

(b) Licensee shall be responsible for picking up and changing converters at Subscribers request at no additional charge where such converter changeout is initiated by Licensee to provide additional channels that have become available as a result of Licensee's expansion of channel capacity. In order to improve service, Licensee reserves the right to offer Subscribers the option of bringing converters in to a Licensee office for drop-off or exchange themselves.

SECTION 7.12 - VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request full disconnection of Cable Service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first. Licensee shall make a good faith effort to disconnect service soon as possible after requested to do so by a Subscriber. A Subscriber who requests disconnection of Cable Service shall make a good faith effort to return all of his or her customer premises equipment to Licensee's local business location or any other reasonable location Licensee may designate.

SECTION 7.13 - NON-DISCRIMINATION

Licensee shall not discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of federal and state regulations concerning non-discrimination.

SECTION 7.14 - MUNICIPAL ACCESS TO LICENSEE'S SURVEY MATERIALS

In the event the Licensee surveys the Cohasset Subscriber population to test for response to particular programming preferences, or for other reasons, it shall, upon written request of the Issuing Authority share the results of its programming surveys, if deemed not proprietary by Licensee.

ARTICLE 8

RATES AND CHARGES

SECTION 8.1 - RATES AND CHARGES

(a) A price schedule for service and installation in effect as of the date of execution of this Renewal License is attached hereto as **Exhibit B**. The Licensee shall provide written notice to all Town Subscribers at least thirty (30) days in advance of any subscription rate increases. Any changes in prices will be in conformance with the federal law, the rules and regulations of the FCC and any currently or hereinafter applicable federal and/or state laws and regulations.

(b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other franchise requirements, may be passed through to the Subscribers in accordance with federal law.

(c) The Licensee may require a deposit or refuse service for a bona fide credit reason. The Licensee may levy reasonable collection charges on overdue or delinquent accounts. The Licensee requires that the account of any Subscriber requesting work be current before such work is performed.

(d) All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

(e) The Issuing Authority reserves the right to regulate rates for Cable Service to the extent such regulation is allowed at this time, or hereafter, under the applicable law.

SECTION 8.2 - SENIOR CITIZENS DISCOUNT

Within six (6) months of the Effective Date of this Renewal License, Licensee shall offer a ten percent (10%) discount on the Basic Broadcast Service tier to Subscribers in any of the following categories: (a) Subscribers who are heads of household who are age sixty-five (65) or older and eligible for Medicaid benefits at their permanent residence; (b) Subscribers who are heads of household who are age sixty-five (65) or older and also a disabled veteran; or (c) Subscribers who are age sixty-five (65) or older residing at 60 Elm Street, Cohasset. In order to qualify for such a discount, senior citizens must present evidence of such eligibility to the Licensee.

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION [SEE G.L.c. 166A §5(b)]

The Licensee shall at its sole cost and expense indemnify and hold the Town harmless at all times during the term of this Renewal License, and subsequent renewals, if any, from any and all claims for injury and damage to persons or property, both real and personal, caused by the construction, installation, operation or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to this Renewal License. Upon receipt of notice in writing from the Issuing Authority, the Licensee shall at its own expense defend any action or proceeding against the Town in which it is claimed that personal injury or property damage was caused by activities of the Licensee, its employees and/or agents, in the construction, installation, operation or maintenance of its Cable Communications System.

SECTION 9.2 - INSURANCE [SEE G.L.c. 166A §5(c)]

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) with the Town listed as an additional insured with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority indemnifying the Town and the Licensee from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000)

as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein on an annual basis.

SECTION 9.3 - PERFORMANCE BOND [SEE G.L.c. 166A §5(k)]

(a) The Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) a performance bond in the amount of Twenty-five Thousand Dollars (\$25,000) running to the Town with a company surety satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of G.L.c. 166A §5(a), (m) and (n);

- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with G.L.c. 166A §5(g);
- (3) the indemnity of the Town in accordance with G.L.c.166A §5(b); and
- (4) the satisfactory removal or other disposition of the Cable System in accordance with G.L.c. 166A §5(f).

(b) The Licensee shall not reduce the amount or cancel said bond, or materially change said bond from the provisions of Section 9.3(a) herein without the Issuing Authority's prior written consent.

SECTION 9.4 - LICENSE FEES

(a) During the term of the Renewal License the annual license fee payable to the Town shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to G.L.c. 166A§9, this fee is currently fifty cents (\$.50) per Subscriber, but not less than Two Hundred Fifty Dollars (\$250) annually.

(b) In accordance with state and/or federal law the Issuing Authority may at its discretion, after holding a public hearing, direct the Licensee to pay a license fee that shall not exceed five percent (5%) of Gross Annual Revenues derived from the Town's Subscribers, or higher if applicable law permits, of the Licensee's Gross Annual Revenues less any operating expense for PEG Access Programming under Article 6 herein.

(c) All payments by the Licensee to the Town pursuant to this Section shall be made payable to the Town and deposited with the Town Treasurer unless otherwise agreed by the parties.

SECTION 9.5 - REPORTS [SEE G.L.c. 166A §§8 and 10]

(a) The Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition, the Licensee shall also file with the Cable Division, a financial balance sheet and statement of ownership which shall be supplied upon request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) As provided by law and applicable regulations, annually the Licensee shall notify the Issuing Authority and the Cable Division, on forms prescribed by the Cable Division, of complaints of Subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments.

(c) In addition, the Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and, pursuant to 47 CFR §76.311 and other applicable regulations of the FCC, must file an Equal Employment Opportunity Plan with the FCC and otherwise comply with the FCC regulations with respect to Equal Employment Opportunities. The Licensee has filed its current plan with the FCC and agrees to abide by such plan.

SECTION 9.7 - REVOCATION OF LICENSE [SEE G.L.c. 166A §11]

The License issued hereunder may, after due notice and hearing, be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

- (a) For false or misleading statements in, or material omissions from, the application submitted under Section 4 of G.L.c. 166A;
- (b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);
- (c) For repeated violations, as determined by the Cable Division, of commitments of the license as set forth in Section 5(j) of G.L.c. 166A;
- (d) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;
- (e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority;
- (f) For failure to complete construction in accordance with the provisions of the Renewal License; and
- (g) For repeated failure to comply with any of the material terms and conditions of the Renewal License.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

Prior to instituting any action against the Licensee under either Section 9.3 (Performance Bond) or Section 9.7 (Revocation of License), the Issuing Authority shall notify the Licensee of specific failure and shall give the Licensee thirty (30) days, or such longer time as may be granted by the Issuing Authority in its reasonable discretion, in which to rectify such failure and shall not proceed further if the matter is

resolved to the reasonable satisfaction of the Issuing Authority within the specified time period.

SECTION 9.9 - RIGHT OF REVIEW

Prior to pursuing review under state or federal law, the parties may agree to arbitration under the rules of the American Arbitration Association.

SECTION 9.10 - TRANSFER OR ASSIGNMENT [SEE G.L.c. 166A §7]

This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. The application for consent to an assignment or transfer shall be signed by the Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application.

SECTION 9.11 - REMOVAL OF SYSTEM [SEE G.L.c. 166A]

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, the Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination,

the Issuing Authority or property owner may deem any property not removed as having been abandoned. Such abandonment shall not relieve the Licensee of cost of removal.

SECTION 9.12 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to Massachusetts General Laws, Chapter 166A, and the rules and regulations of the FCC and the Cable Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require the Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and the Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 9.13 - COMMERCIAL NON-DISCRIMINATION

No commercial establishment within the Licensee's service area shall be denied Basic Broadcast Service or Cable Programming Services if requested. In responding to a request for any level or tier of Cable Service, the Licensee shall treat like situated commercial establishments within the service area similarly and in accordance with federal law and regulations.

SECTION 9.14 - NON-PERFORMANCE BY THE LICENSEE

(a) The payment of damages for violations under this License shall not be deemed to excuse the violation.

(b) Failure of the Town to enforce the performance of any term of this License shall not be deemed a waiver of its right to insist upon the subsequent performance of that term.

SECTION 9.15 - NOTICE OF COMPLAINT PROCEDURE

Licensee shall periodically, and at various times of the day, present its business office and address and publicly listed telephone number by means of alphanumeric display on the Public Access channel.

SECTION 9.16 - NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this License or under any statute, law or ordinance shall preclude the availability of any other such remedy.

SECTION 9.17 - CABLE ADVISORY COMMITTEE

The Issuing Authority may appoint or continue the existing Cable Advisory Committee and delegate to it such functions as are lawful and customary.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, sentence, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision thereof, all of which shall remain in full force and effect for the term of this License.

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure the Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the Licensee's control.

SECTION 10.3 - NOTICES

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Board of Selectmen, Town of Cohasset, 41 Highland Avenue, Cohasset, MA 02025 or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: Director of Government & Legal Affairs, MediaOne, 440 Myles Standish Blvd., Taunton, MA 02780 with a copy to Attn: Corporate Counsel, MediaOne, 6 Campanelli Drive, Andover, MA 01810-1095, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 10.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

SECTION 10.5 - CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such sections shall not affect the meaning or interpretation of the Renewal License.

SECTION 10.6 - WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the date of execution of this Renewal License:

(a) The Licensee is the duly organized, validly existing and in good standing under the laws of the State;

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(c) This Renewal License is enforceable against the Licensee in accordance with the provisions herein; and

(d) There is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this Renewal License.

SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assigns.

SECTION 10.8 - LICENSE AS CONTRACT UNDER SEAL

Upon its execution by the Issuing Authority and Licensee this License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the Town of Cohasset, on the other hand.

SECTION 10.9 - JURISDICTION

Exclusive jurisdiction and venue over and dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or upon appeal, other competent court or agency, and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF

_____ 19____.

TOWN OF COHASSET

By:

Selectman

Selectman

Selectman

Selectman

Selectman

MEDIAONE OF MASSACHUSETTS, INC.

By:

Russell H. Stephens
Senior Vice President
Northeast Region

Renewal Cable Television License - Town of Cohasset, MA
Term: 02/06/99 - 02/05/09 (10 yrs)

EXHIBIT A

PUBLIC AND MUNICIPAL BUILDINGS ON THE SUBSCRIBER NETWORK

Public School Buildings:

- Cohasset High School
- New Osgood School
- Deer Hill School

Municipal Buildings:

- Board of Health
- Community Center
- DPW Building
- Elderly Housing (Recreation Room)
- Fire Station
- Harbormaster
- Historical Society
- Paul Pratt Memorial Library
- Police Station
- South Shore Art Center
- Town Hall
- Water Department

Renewal Cable Television License - Town of Cohasset, MA
Term: 02/06/99 - 02/05/09 (10 yrs)

EXHIBIT B

SCHEDULE OF CURRENT MONTHLY RATES AND CHARGES

Please see the following pages.